### AMENDATORY AGREEMENT

**AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **SOGETI USA, LLC**, a Delaware Limited Liability Company, whose principal address is 10100 Innovation Drive, Suite 200, Dayton, Ohio 45342 (the "Consultant") collectively, the "Parties"

#### WITNESSETH:

**WHEREAS**, the Parties entered into an On Call Technology Services Agreement dated January 23, 2012 (the "Agreement"), to provide specialized technology services; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term as follows; and **NOW**, **THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

- 1. Article 2 of the Agreement entitled "**TERM**" is amended to read as follows:
- "2. <u>TERM</u>: The term of this Agreement shall commence on **November 1**, **2011**, and shall terminate on **October 31**, **2014**, unless earlier terminated in accordance with the Agreement. The term of this Agreement may be extended for one period of one (1) year, on the same terms and conditions, including pricing, by written amendment to this Agreement. However, no extension of the Term shall increase the Maximum Contract Liability stated herein; such amount may be changed only by a duly executed written amendment to this Agreement."
- 2. The fourth sentence of Article 1 of the Agreement entitled "SCOPE OF SERVICES:

  ORDER, which reads:

The specific job classifications and services to be provided by the Consultant and its rates are identified on attached **Exhibit A.** 

is amended to read as follows:

"The specific job classifications and services to be provided by the Consultant and its rates are identified on attached Exhibits A and A-1."

**3.** Article 22 of the Agreement entitled "**Notices**" is revised to reflect Consultant's new principal address for mandatory copies of applicable notices as follows:

With mandatory copy of legal notices to:

Sogeti USA LLC ATTN General Counsel 10100 Innovation Drive, Suite 200 Dayton, Ohio 45342

- **4.** This Amendatory Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.
- **5.** Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

[SIGNATURE PAGES FOLLOW]

# **EXHIBIT A-1**

SOA & Enterprise Integration					
	Java/J2EE	SOA	Solutions	Integration	Enterprise
	Software	Developer/Eng	Architect	Architect	Architect
	Developer				
	Min - Max	Min - Max	Min - Max	Min - Max	Min - Max
Sogeti	\$90.00 -	\$90.00 -	\$100.00 -	\$100.00 -	\$100.00 -
	\$125.00	\$125.00	\$135.00	\$135.00	\$135.00

Enterprise Web/Custom Development			
	Web Custom	Web Content	
	Developer	Editor	
	Min - Max	Min - Max	
Sogeti	\$65.00 - \$100.00	\$60.00 - \$95.00	

Contract Control Number:		
IN WITNESS WHEREOF, the partie Denver, Colorado as of	es have set their hands and affixed their seals at	
SEAL	CITY AND COUNTY OF DENVER	
ATTEST:	By	
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED	
By	By	
	By	

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With mandatory copy of legal notices to:



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[SIGNATURE PAGES FOLLOW]



# **EXHIBIT A-1**

SOA & Enterprise Integration					
	Java/J2EE Software Developer	SOA Developer/Eng	Solutions Architect	Integration Architect	Enterprise Architect
	Min - Max	Min - Max	Min - Max	Min - Max	Min - Max
Sogeti	\$90.00 - \$125.00	\$90.00 - \$125.00	\$100.00 - \$135.00	\$100.00 - \$135.00	\$100.00 - \$135.00

Enterprise Web/Custom Development			
	Web Custom	Web Content	
	Developer	Editor	
	Min - Max	Min - Max	
Sogeti	\$65.00 - \$100.00	\$60.00 - \$95.00	

Contractor Name:	SOGETI USA LLC
IN WITNESS WHEREOF, the par Denver, Colorado as of	rties have set their hands and affixed their seals at
SEAL	CITY AND COUNTY OF DENVER
ATTEST:	By
<del>,</del>	
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED:
DOUGLAS J. FRIEDNASH, A for the City and County of De	
	By
Ву	
	Ву

TECHS-201102793-01

**Contract Control Number:** 



Contract Control Number:	TECHS-201102793-01
Contractor Name:	SOGETI USA LLC
	By: Manhaw Hube
	Name: MATT HUBER (please print)
	Title: VP & GENERAL COUNSEL (please print)
	ATTEST: [if required]
	By:
	Name:(please print)
	Title:(please print)

